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|--|------------------------------|
| UNITED STATES BANKRUPTCY COURT<br>DISTRICT OF NEW JERSEY   |                              |
| <b>Caption in Compliance with D.N.J. LBR 9004-1</b>  |                              |
| 838146<br>PHELAN HALLINAN DIAMOND & JONES, PC<br>1617 JFK Boulevard, Suite 1400<br>Philadelphia, PA 19103<br>856-813-5500<br>Attorneys for SANTANDER BANK N.A. |                              |
| In Re:   | Case No.: 19-29996 - CMG     |
| KENNETH MCCARTHY DBA COASTAL HOMES<br>LLC DBA RKS LLC DBA 1210 ANDERSON LLC<br>DBA INVESTORS FIRST TITLE AGENCY LLC  | Chapter: 13                  |
| Debtor   | Judge: CHRISTINE M. GRAVELLE |

### NOTICE OF MORTGAGE FORBEARANCE

The undersigned is the Attorney for Creditor SANTANDER BANK N.A. in this matter. On or about May 7, 2020, the Creditor sent Debtor's counsel a Letter (see attached) advising that the mortgage loan ending in 9115 ("subject mortgage loan"), secured by real property described as 80 CLIFFEDGE WAY, RED BANK, NJ 07701, was impacted by COVID-19. Pursuant to State and/or Federal guidelines a forbearance was offered, the terms of which are as follows:

1. The parties agree to a forbearance period of three (3) months and Debtor has elected to not tender mortgage payments to Creditor that would come due on the subject mortgage loan starting May 1, 2020 through July 31, 2020 (see attached Letter).
2. Debtor will resume mortgage payments beginning August 1, 2020 and will be required to cure the delinquency created by the forbearance period ("forbearance arrears").
3. The payment amount currently is \$313.01.
4. The Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. Creditor does not waive its rights under the terms of the note and mortgage or

under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

5. The Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the mortgage, including, but not limited to, a lapse in insurance coverage or payment of property taxes.

6. The Debtor do not waive any rights upon expiration of the forbearance period. Prior to the expiration of the forbearance period, the Debtor(s) must take the following affirmative steps to address the status of the subject mortgage loan including, but not limited to: (a) bringing the account post-petition current; (b) requesting extension of the forbearance period; (c) applying for loss mitigation; and/or (d) amending the Chapter 13 Plan.

7. Any objection to this Notice must be filed and served not later than 14 days after the filing of the Notice. The Court may conduct a hearing on the objection.

**This Notice is intended to disclose a temporary forbearance of the Debtor's obligation to remit post-petition payments for the forbearance period. Nothing within this Notice should be construed to alter any rights, duties, or deadlines that are not related to the remittance of post-petition mortgage payments.**

Dated: May 22, 2020

/s/ Sherri J. Smith  
Sherri J. Smith, Esq.  
Phelan Hallinan Diamond & Jones, PC  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103  
Tel: 856-813-5500 Ext. 47923  
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*new. 05/2020*

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1(b)**

838146  
Phelan Hallinan Diamond & Jones, PC  
1617 JFK Boulevard, Suite 1400  
Philadelphia, PA 19103  
856-813-5500  
Attorneys for SANTANDER BANK N.A.

In Re:

KENNETH MCCARTHY DBA COASTAL HOMES  
LLC DBA RKS LLC DBA 1210 ANDERSON LLC  
DBA INVESTORS FIRST TITLE AGENCY LLC

Case No: 19-29996 - CMG

Hearing Date:

Judge: CHRISTINE M.  
GRAVELLE

Chapter: 13

**CERTIFICATION OF SERVICE**

1. I, Jessica Gregg:

☐ represent the \_\_\_\_\_ in the above-captioned matter.

☒ am the secretary/paralegal for Phelan Hallinan Diamond & Jones, PC,  
who represents SANTANDER BANK N.A. in the above captioned matter.

☐ am the \_\_\_\_\_ in the above case and am representing  
myself.

2. On May 26, 2020 I sent a copy of the following pleadings and/or documents  
to the parties listed below:

Notice of Mortgage Forbearance

3. I hereby certify under penalty of perjury that the above documents were sent  
using the mode of service indicated.

Dated: May 26, 2020

/s/ Jessica Gregg  
Jessica Gregg

| Name and Address of Party Served   | Relationship of Party to the Case | Mode of Service   |
|--|-----------------------------------|---|
| Kenneth McCarthy<br>80 Cliffedge Way<br>Red Bank, NJ 07701   | Debtor                            | <input type="checkbox"/> Hand-delivered<br><input checked="" type="checkbox"/> Regular mail<br><input type="checkbox"/> Certified mail/RR<br><input type="checkbox"/> E-mail<br><input type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court *)            |
| Vincent Ansetti, Esquire<br>551 Summit Avenue Suite #2<br>Jersey City, Suite #2<br>Jersey City, NJ 07306       | Debtor's Attorney                 | <input type="checkbox"/> Hand-delivered<br><input checked="" type="checkbox"/> Regular mail<br><input type="checkbox"/> Certified mail/RR<br><input type="checkbox"/> E-mail<br><input checked="" type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court *) |
| Albert Russo, Trustee<br>Standing Chapter 13 Trustee<br>Cn4853<br>Trenton, NJ 08650                            | Trustee                           | <input type="checkbox"/> Hand-delivered<br><input type="checkbox"/> Regular Mail<br><input type="checkbox"/> Certified mail/RR<br><input type="checkbox"/> E-mail<br><input checked="" type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court *)            |
| US Trustee<br>US Dept of Justice<br>Office of the US Trustee<br>One Newark Center Ste 2100<br>Newark, NJ 07102 | US Trustee                        | <input type="checkbox"/> Hand-delivered<br><input type="checkbox"/> Regular Mail<br><input type="checkbox"/> Certified mail/RR<br><input type="checkbox"/> E-mail<br><input checked="" type="checkbox"/> Notice of Electronic Filing (NEF)<br><input type="checkbox"/> Other _____<br>(as authorized by the court *)            |

\* May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.



May 07, 2020

MS1710

Kenneth A McCarthy  
80 Cliffedge Way  
Red Bank NJ 07701-

Loan Number: [REDACTED]

Property Address: 80 Cliffedge Way  
Red Bank NJ 07701

Dear Kenneth A McCarthy :

We know this is a difficult time, and we are committed to assist you in any way possible. Because you have indicated to us that you have been impacted by COVID-19, a forbearance plan has been activated on our system. Enclosed you will find an **APPROVED FORBEARANCE AGREEMENT (Agreement)** outlining the terms, including details such as suspending payments.

**To the extent possible, please sign and return the attached Agreement as soon as possible. This Agreement is an Approved Forbearance Agreement with suspended monthly payments of \$ 0, from 05/01/2020 through 07/01/2020.**

Please send the signed Agreement to us at:

Attention: MS LMP1710  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945

This forbearance plan offer was based on an evaluation of an incomplete loss mitigation application. Other loss mitigation options may be available and, regardless of whether you accept the enclosed forbearance offer, you have the option to submit a complete loss mitigation application and receive an evaluation for all loss mitigation options that may be available to you.

If you have **any** questions, concerns, or comments, please call me at 1-866-397-5370 between the hours of 8:00 a.m. and 5:00 p.m., CST.

Sincerely,

Loss Mitigation Department

Page 1 of 3

Loan Number: [REDACTED]

LM025



### **APPROVED FORBEARANCE AGREEMENT**

This agreement made on **May 07, 2020** by and between, **Santander Bank, N.A.**, holder of a mortgage/deed of trust hereinafter referred to as "Lender", **Kenneth A McCarthy**, hereinafter referred to as "Mortgagor(s)", concerning the property described as:

**80 Cliffedge Way  
Red Bank NJ 07701**

Also identified as Loan Number [REDACTED] and based upon the following facts enter into this **Approved Forbearance Agreement**:

### **FACTUAL INFORMATION AND RECITALS**

1. Lender has made a loan to Mortgagor(s) that became delinquent on **March 01, 2020**.
2. The loan is evidenced by a Promissory Note and is secured by a Mortgage dated on or about **December 13, 2010** for a Note in the amount of **\$ 110,000**.
3. Mortgagor(s) failed to make the monthly payment due **March 01, 2020** and all subsequent amounts due thereafter.
4. The parties hereto desire to enter into an agreement, which, **after the plan expires**, the Mortgagor(s) will need to either: 1) Bring the loan current, 2) Work with Lender to obtain another workout plan, or 3) Pay the loan in full.
5. In consideration of the conditions set forth below, Lender shall grant Mortgagor(s) forbearance from any foreclosure action for the delinquent mortgage payments beginning with the **March 01, 2020** payment and monthly thereafter.

### **AGREEMENT**

- A) Mortgagor(s) agree(s) to an **APPROVED FORBEARANCE AGREEMENT WITH SUSPENDED MONTHLY PAYMENTS OF \$ 0 FROM 05/01/2020 THROUGH 07/01/2020. THESE SUSPENDED PAYMENTS WILL BEGIN May 1, 2020, AND ON THE 1st OF EVERY MONTH THEREAFTER THROUGH July 1, 2020.**
- B) **After the plan expires**, the Mortgagor(s) will need to either:  
1) Bring the loan current, 2) Work with Lender to obtain another workout plan, or 3) Pay the loan in full.
- C) **To the extent possible, the Mortgagor(s) will return the signed agreement.**



6. Payments made by the Mortgagor(s) prior to the default of this agreement shall not constitute an estoppel or waiver of the Lender's right to complete a foreclosure under the Notice of Default and Notice of Sale that may have been previously recorded in regard to the subject Mortgage and Note.
7. This forbearance agreement is contingent on your having provided accurate and complete information.

\_\_\_\_\_  
Kenneth A McCarthy

\_\_\_\_\_  
Date

Page 3 of 3

Loan Number



LM025